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HUSBAND AND WIFE—ALIENATION OF AFFECTION—LIABILITY OF PARENTS.—FRONK V. FRONK ET AL., 141 S. W. (Mo.), 692.—*Held*, to make the parents of plaintiff's husband liable for alienation of his affection it is not enough as in the case of a stranger to show interference by them, as malice on their part will not be inferred; but it must be shown that their conduct was not such as should be characterized as a natural result of parental solicitude, but amounted to a clear case of want of reasonable justification.

All authorities are agreed that parents will not be liable to the wife for causing the alienation of her husband's affection or *vice versa*, if they act in good faith and without malice. *Huling v. Huling*, 32 Ill. App., 519; *Holtz v. Dick*, 42 Ohio St., 23; *Rice v. Rice*, 104 Mich., 371; *Glass v. Bennett*, 89 Tenn., 478; *Brown v. Brown*, 124 N. C., 19. Of course, the parents' right of interference is not absolute and if they act unjustifiably in bringing about a separation, they will be held liable as if they were strangers. *Davis v. Petty*, 147 Mo., 374; *Lockwood v. Lockwood*, 67 Minn., 476; *Price v. Price*, 91 Ia., 693. But bad or unworthy motives will not be presumed from the act of interference. They must be positively shown or necessarily deduced from the circumstances. *Hutcheson v. Peck*, 5 Johns., 196; *Eagon v. Eagon*, 60 Kans., 697; *Zimmerman v. Whitely*, 134 Mich., 39. The law recognizes a superior right of interference on the part of parents; and will justify interference for causes which would be no justification in favor of another person. *Multer v. Knibbs*, 193 Mass., 556; *Barton v. Barton*, 119 Mo. App., 507. And though the information might subsequently prove to have been unfounded, if he acted from pure motives, he is not liable. *Oakman v. Belden*, 94 Me., 280; *Tucker v. Tucker*, 74 Mo., 93; *Payne v. Williams*, 4 Baxt., 583. The wife may have the action though she continues to live with her husband. *Foot v. Card*, 58 Conn., 1. And it is held that she may maintain it after a divorce from him. *Postlewaite v. Postlewaite*, 1 Ind. App., 473; *Beach v. Brown*, 20 Wash., 266.

HUSBAND AND WIFE—LIABILITY OF HUSBAND—DEBTS CONTRACTED BY WIFE.—MENSCHKE V. RILEY, 140 S. W., 639 (Mo.).—*Held*, that a husband who had by due notice forbidden certain tradesmen to trust his wife was not liable on her contracts with them if he had previously made arrangements for the supplying of her with necessities.

The general American rule agrees with the case under discussion and holds that a husband has a right to prohibit certain persons from trusting his wife and, if he has already supplied her with necessities, notice to that effect is effectual against any presumption which cohabitation raises. *Keller v. Phillips*, 39 N. Y., 351; *Defendorf v. Emerson*, 66 Iowa, 698. But if the goods are necessities and the husband has not supplied them, he is liable, though he expressly forbade the tradesman to trust her. *Woodward v. Barnes*, 43 Vt., 330; *Cromwell v. Benjamin*, 41 Barb. (N. Y.), 558. To bind a husband the plaintiff must show affirmatively that the husband failed to supply the necessities. *Barr v. Armstrong*, 56 Mo., 577. A husband is liable on such contracts even though he married his wife unwill-

ingly. *State v. Russell*, 41 Conn., 433. If a man marry a widow he is not bound on contracts for the support of her children. *Attridge v. Billings*, 57 Ill., 489. If a husband's misconduct compels his wife to leave him he is still liable on her contracts. *Hultz v. Gibbs*, 66 Pa. State, 360; *Pierpont v. Wilson*, 49 Conn., 350. Though the pair be separated by agreement, if there be no allowance for her or if it fail or be insufficient, he is liable. *Pearson v. Darrington*, 32 Al., 227; *Ross v. Ross*, 69 Ill., 569.

JUDICIAL SALES—VACATING—INADEQUATE CONSIDERATION.—*MANGOLD v. BACON*, 141 S. W. (Mo.), 650.—*Held*, equity will set aside a sheriff's sale on the sole ground that the consideration received was so grossly inadequate as to shock the conscience, even if there are no other equitable considerations authorizing its vacation.

It is well established that as a general rule, a judicial sale will not be set aside on account of mere inadequacy in the price realized. *Parker v. Bluffton Car Wheel Co.*, 108 Ala., 140; *Harman v. Copenhagen*, 89 Va., 836; *Babcock v. Canfield*, 36 Kans., 437; *Dircks v. Logsdon*, 59 Md., 173; *O'Brien v. Hilburn*, 22 Tex., 616. But if the inadequacy of the price obtained be so gross as to shock the conscience of the Court, the sale will be set aside. *Blanks v. Farmers L. & T. Co.*, 122 Fed., 849; *Coles v. Coles*, 83 Va., 525; *Daly v. Ely*, 51 N. J. Eq., 104. Then by other courts the sale may be set aside where inadequacy is so great as to raise a presumption of fraud. *Quick v. Collins*, 197 Ill., 391; *Johnson v. Avery*, 60 Minn., 262. Or when in connection with the inadequacy of price there are other circumstances having a tendency to cause such inadequacy or any apparent unfairness or impropriety the sale may be set aside. *Beck v. May*, 163 Ill., 547; *Wood v. Drury*, 56 Kans., 409. And the greater such inadequacy of price, the slighter may be the circumstances of fraud, accident or mistake. *Schroeder v. Young*, 161 W. S., 334; *Bean v. Haffendorfer*, 84 Ky., 685. It is also well settled that inadequacy of price will have a great influence towards inducing a court to set aside a judicial sale where the objection is for setting aside the sale after confirmation. *Jennings v. Dumphy*, 174 Ill., 86; *Branch v. Griffin*, 99 N. C., 173. But a court of chancery cannot set aside a public sale regularly made by an officer not acting under its direction, notwithstanding the price was grossly inadequate. *March v. Ludlum*, 3 Sandf. (N. Y.), 38.

LIBEL AND SLANDER—LIBELOUS WORDS *PER SE*—"LIBEL".—*COHEN v. NEW YORK TIMES CO.*, 132 N. Y. SUPP., 1.—*Held*, that it is libelous *per se* to publish of a living person that he is dead, because exposing him to ridicule; a libel being a malicious publication tending to expose one to public hatred, contempt or ridicule.

A libel is a malicious publication, expressed either in printing or in writing, or by signs and pictures tending either to blacken the memory of one dead or the reputation of one who is alive, and expose him to public hatred, contempt or ridicule. *Commonwealth v. Clap*, 4 Mass., 163. The enjoyment of a private reputation unassailed is as much a constitutional right as the right to life, liberty and property. *Park v. Detroit Free Press*